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Undaunted, Lush. Adm. Rep. 90; *The Melpomene*, L. R. 4 Adm. 129; *The Sabine*, 101 U. S. 384, 390 (*semble*). For ease in administration, whether or not in fact a request indicates one of the three situations above enumerated, is not gone into. Normally it does. In the cases cited the failure to succeed was due to accident, storm, or the like. If due to wilful abandonment salvage is not allowed. *The Alitha*, 17 Fed. 551 (D. Md.). Cf. *The Henry Steers, Jr.*, 110 Fed. 578 (E. D. N. Y.). The case of dismissal, if not for misconduct, seems assimilable to the former rather than to the latter class of cases. The principal case, therefore, is sound. *The Maude*, 3 Asp. Mar. L. Cas. 338. See KENNEDY, CIVIL SALVAGE, 2 ed., 41.

SPECIFIC PERFORMANCE — PARTIAL PERFORMANCE WITH COMPENSATION — REFUSAL OF WIFE TO JOIN IN DEED TO COMMUNITY PROPERTY. — The plaintiff contracted to transfer land worth \$15,000 to the defendant, who in return was to assume a mortgage of \$6000, and deliver notes to the amount of \$4000 and a deed to lots valued at \$5000. All the land in question was community property, which by statute the husband cannot convey unless the wife join in the deed. (1919 IDAHO COMP. STAT., c. 184, § 4666.) The plaintiff tendered a deed duly executed by himself and wife. The defendant, whose wife would not join in a deed, refused to accept the conveyance. The trial court ordered that the defendant perform within thirty days, or that judgment for \$9000 be entered against him. Held, that the judgment be reversed. *Childs v. Reed*, 202 Pac. 685 (Ida.).

The decision cannot be supported upon the ground that there is absence of mutuality of remedy. The defendant can be amply protected by a decree which is conditional on the plaintiff's performance. *Logan v. Bull*, 78 Ky. 607, 617. Cf. *Mullens v. Big Creek, etc. Iron Co.*, 35 S. W. 439, 442 (Tenn. Ch. App.). See 16 HARV. L. REV. 72; 34 HARV. L. REV. 336. But the case may be supported upon another ground. Since the sale was not executed, at law the plaintiff can recover not the value of his land but merely damages for the breach of contract. *Bensingr v. Erhardt*, 74 App. Div. 169, 77 N. Y. Supp. 577. See 3 WILLISTON, CONTRACTS, § 1399. *Contra*, *Gray v. Meek*, 199 Ill. 136, 64 N. E. 1020. The trial court must, then, have proceeded on a theory of specific enforcement with compensation. Such relief would subject the defendant to an affirmative liability which was never contemplated; it would be a remaking of the contract on a much more elaborate scale than is done in cases where a vendor is compelled to remit a portion of the purchase price. See *Sternberger v. McGovern*, 56 N. Y. 12. See also 25 HARV. L. REV. 731. But see *Mundy v. Irwin*, 20 N. Mex. 43, 145 Pac. 1080. Furthermore, the plaintiff, to satisfy the judgment against the husband, might levy execution upon the very land which the wife refused to convey. *Holt v. Empey*, 32 Ida. 106, 178 Pac. 703. The policy of the statute which requires her consent to a conveyance of community property would seem to forbid that she be subjected to the strong indirect pressure which a money judgment would involve. Cf. *Riesz's Appeal*, 73 Pa. St. 485.

STATUTES — INTERPRETATION — ENLARGING THE SCOPE OF ONE STATUTE TO CONFORM WITH THE POLICY OF ANOTHER. — A mother sued under a statute for the negligent killing of her illegitimate child. (1911 MD. ANN. CODE, Art. 67, § 2.) Another statute gave mutual rights of inheritance to a mother and her illegitimate children. (1911 MD. ANN. CODE, Art. 46, § 30.) The defendant demurred. Held, that the demurrer be sustained. *Smith v. Hagerstown & Frederick Ry. Co.*, 114 Atl. 729 (Md.).

The word "child," both at common law and as used in death acts, is a word of art meaning "legitimate child." *Dickinson v. Northeastern Ry Co.*, 2 H. & C. 735, 9 L. T. R. 299; *McDonald v. Pittsburgh, C. C. & St. Louis Ry.*